IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE T.R.RAMACHANDRAN NAIR

MONDAY, THE 6TH AUGUST 2007 / 15TH SRAVANA 1929

OP.No. 11499 of 1997(R)

PETITIONERS:
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1. **DR.RAJAN, PARTNER,**
   SANKAR CLINIC AND NURSING HOME,
   PERAMBRA KOZHIKODE DT.

2. **K.MADHAVIKKUTTY AMMA,**
   NALINALAYAM, PERAMBRA, KOZHIKODE DT.

3. **K.CHANDRASEKHARAN NAMBIAR,**
   NALINALAYAM PERAMBRA, KOZHIKODE DT.

4. **K.THANKAM, NALINALAYAM , PERAMBRA**
   KOZHIKODE DT.

5. **K.RAVEENDRAN, NALINALAYAM PERAMBRA**
   KOZHIKODE DT.

6. **K.GEETHA, NALINALAYAM, PERAMBRA**
   KOZHIKODE DT.

BY ADV. SRI.T.C.KRISHNA
SRI.C.ANIL KUMAR

RESPONDENTS:
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1. **LABOUR COURT, KOZHIKODE,**

2. **PRIVATE HOSPITAL AND MEDICAL**
   SHOP WORKERS UNION (CITU), QUILANDY,
   AREA COMMITTEE QUILANDY, REP.BY ITS
   SECRETARY.

BY ADV. SRI JOSEPH MARKAOSE
GOVERNMENT PLEADER SRI.BASANT BALAJI
SRI.P.N.RAVINDRAN

THIS ORIGINAL PETITION HAVING BEEN FINALLY HEARD ON 06/08/2007, ALONG WITH OP NO. 2716 OF 1998 THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

OP. NO.11499/1997

ORDER ON CMP. NO.20370/1997 IN OP. NO.11499/1997

DISMISSED

06.08.2007 SD/- T.R.RAMACHANDRAN NAIR, JUDGE

APPENDIX

PETITIONER'S EXHIBITS

EXT.P1:- COPY OF THE AGREEMENT ENTERED INTO BETWEEN THE PETITIONER'SS AND THE 2ND RESPONDENT DT. 22.4.90.

EXT.P2:- COPY OF THE NOTICE DT. 3.12.90 OF THE PETITIONER.

EXT.P3:- COPY OF THE NOTICE ISSUED TO SMT.P.M.NARAYANI DT. 13.12.90.

EXT.P4:- COPY OF THE CHARGE SHEET ISSUED TO SMT.P.M.NARAYANI DT. 17.12.90.

EXT.P5:- COPY OF THE AWARD IN ID. NO.42/92 DT. 30.1.97 OF THE 1ST RESPONDENT.

ANNEXURE A:- ORIGINAL AFFIDAVIT DT. 25.9.97 FILED BY P.M.NARAYANI.

ANNEXURE B:- ORIGINAL AFFIDAVIT DT.25.9.97 FILED BY V.P.BHARGAVI

/TRUE COPY/

P.A.TO JUDGE

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T.R.RAMACHANDRAN NAIR, J.

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O.P.No.11499 of 1997-R.

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O.P.No.2716 of 1998-W.

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Dated this the 6th day of August, 2007.

J U D G M E N T

These writ petitions are challenging the Award in ID.No.42/1992, one filed by the Management and the other by the workers. Now, as per joint memo dated 6.8.2007 a memorandum of settlement has been produced as Annexure-I which evidences the terms of settlement arrived between the parties herein. The parties have settled their disputes in accordance with the terms of settlement hereinafter reproduced:

1) **Both parties agreed to accept the termination of the worker.**

2) **Management agreed to pay the worker an amount of Rs.1,00,000/- (Rupees One Lakh only) towards all her claims including gratuity.**

3) **The above agreed amount will be paid by the management in three monthly instalments. A Demand Draft for Rs.40,000/- (Rupees Forty Thousand only) will be paid at the time of signing of the settlement. The remaining Rs.60,000/- (Rupees Sixty Thousand only) will be paid in two equal monthly instalments of Rs.30,000/- (Rupees Thirty Thousand only) each. The management agreed to hand over two post dated cheques dated 1.9.2007 and 1.10.2007 bearing numbers 0067698 and 0067699 respectively drawn on State Bank of India Perambra Branch.**

4) The worker upon accepting the above said sum relinquishes all her claims against the management including claim for future employment.

5) The worker agreed to accept the above said amount in full and final satisfaction of the Award towards all her claims against the management.

6) The management will not have any future claim against Smt.V.P.Bharghavi.

Therefore, terms above in Annexure-I will govern the issue as far as the parties are concerned. The terms of settlement Annexure-I is recorded herein and the writ petitions are disposed of accordingly. The Award in ID.No.42/1992 will stand modified and the settlement as recorded above will bind both parties.

T.R.RAMACHANDRAN NAIR, JUDGE.

Kvs/-